App. F. IX-4

1938-9
(Amz)

File No. 23 b-38
Serial Nos. 1-2

Previous References
Mrzdep 76-38.

Letter References.
Qamy 119-39-(1-2)

PRESERVED

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. (1-2).

Part B for March 39.

SUBJECT.

Agreement to be executed by the Trustees of the Sri Kukke Subrahmanya Swami Temple at Subrahmanya, S. Canara Dist.

SC(2) 15-05, Mrz Commissr

WD 0418—GPB—22,500—29-8-36

Approves the modified Agreement

GPA
21/3/39

G. R. S. APP. F. III—1]

GENERAL AND REVENUE SECRETARIAT.

(Mdy.)

NOTES.

File No. 236-38

FILE HEADING

Agreement to be executed by the trustees of the Sri Kukke Subrahmanya Swami temple at Subrahmanya, South Canara dt.

FROM

The Mysore Govt.

No. C.1221/35-36 Dated 1/2.2.39. Received 4.2.39.

Diary No. 903 | Enclos. 4 | Spare copies — | Serial No. 1

BRIEF ABSTRACT OF LETTER

States that the agreement as finally approved by the trustees of the temple at Subramanya may be accepted and that the payment of the amount due to the temple may be expedited.

NOTES AND ORDERS.

D

As regards the points in the draft agreement objected to by the trustees of the temple at Subrahmanya, the objections to clause 4 of the draft agreement are in accordance with the orders of the then Govt. member contained in para 16 of the notes in file no. Mdy. 1148-3/ serials 1-2. It is a point for orders

NOTES—First Sheet

the conditions imposed by the trustees, especially clause 4 of the draft agreement — the power to eject Mysore Govt. officers from the chattram under the conditions referred to in the clause 4, are acceptable. The Mysore Govt. do not seem to be legally bound to pay the arrears of Paditaram and Sesparadhane charges claimed by the trustees of the temple. The Govt. Advocate may however be consulted in the matter, if approved.

2. The form and draft is all right except for clause (4) which was considered to be unnecessary, but the trustees consider this to be necessary being in the religious interests of the institution. The appeal ruling there may well be limited to between Mysore only. Whether the clause (4) should remain or not for orders. It may not come into operation at all

Yes
Sd

Gen: (Secy)

3. The trustees take this stand on the terms of the Govt. of 7.9.34 and they cannot be held to be unreasonable if they protest against the incorporation of new

GEN. SEC. 9 FEB. 1938 25-8

(3

to be executed by the
Sri Subrahmanya Swami
temple at Subrahmanya, South Canara
dt. regarding the placing of the chairman
a portion of the Chairman at Subramanya
at the disposal of Mysore Govt. officers.

General and Revenue Secretariat — Mcy. File No. 236 of 1938. [App. F. III—2

Serial No.

conditions in the agreement
4. Cl (4) seems to be necessary
though its drafting is capable of
improvement. It seems somewhat
derogatory to this Govt to allow
the Trustees to exercise the summary
power of ousting a Govt officer on
the alleged ground (which may on
investigation be found to be baseless)
that he has done some act
calculated to wound the religious
susceptibilities of the devotees. It is
necessary to provide some safe-
guard against the exercise of this
power in an arbitrary manner.
The Govt Advocate will again be
consulted if approved

Second Minister) 10.2.39
15/2 14-2--
15 2 39

SECOND MEMBER OF COUNCIL, 10 FEB 1939 No. 7.3.66.

5. Forwarded with Compliments to
the Govt Advocate in Mysore for
favour of remarks

Under Secretary to Govt
15/Mcy

G.O. No. 19/38. 15 FEB 1939 Mysore. Rpt.

NOLL—Contn. Sheet.

Ans. 669/38 dt 13-2-39

WD 0544—GPB—30,000—2-9-38

4) Agreements to be executed by the trustees of Sri Subrahmanyaswami temple at Subrahmanyam, South Kanara Dist., re placing a portion of the chattram at Subrahmanyam at Kudlipoodi & offices & museum shed. visiting the place of 1938.

Qiong File No 236

General and Judl. Secretariat

G.O. No. 68 Jud. 30-3-39 A, 5, 2-39

acquired with the applicants.

It is, I think, inexpedient to allow clause 4 to remain as it is. Entrenched objections, sometimes out of, perhaps, personal recriminations, may lead to the exercise of the power, officers of the Government will be stationed without participation and the incident of even the minor subsidiary staff would occur at the time of the entry with the sanction of the officers as required most. I do not think any fresh good reasons advanced by the temple authorities are equal to the original one (para 3 of our G.O. No.4-1-1938 in letter No.0.118 of 1937) which prevent a view that the authorities might be told that instructions will be given to the concerned officers not to work the premises at their liabilities.

We look at the point of view of the Temple authorities, the original agreement specifying the kind of acts that are to wound them. The description of what, in their opinion, may injure the religious interest cannot, in any terms be made to be exhaustive and acts that will have such effect but are outside the description may be sought to be secured against. Anyway to meet the objection of the temple authorities to some extent, the clause regarding indemnity may be so widened as to allow recovery to the expenses for the purification and any consequent on any of the offices which may be performed. Clause 4 may therefore be omitted, and clause 6 recast as follows:-

> "The Government shall indemnify the Trustees in respect of any injury either to the building or to its sanctity consequent on any act of the officers of the Government during their period of occupation of the premises described in the schedule".

In clause

Agreement to be executed by the Trustees of the temple of Sri Subrahmanya Swami at Subrahmanya, South Canara dt. re placing a portion of the Chattram at Subrahmanya at the disposal of the officers of the Mysore Govt. visiting the place. (5

General and Revenue Secretariat

Mvg. File No. 236 of 1938. [App. F. II-2

Serial No.

4 In clause 7 of the draft sent by the Trustees instead of the words "the State Loan Bonds above referred to or their value", the words "Rs.1,278/-" may be substituted.

The order of the Government was to give the Trustees Rs.1,278/- or its equivalent in market - value of State Loan Bonds. This is really the consideration for the agreement and what the Government will be entitled to is the refund of this very consideration when the Trustees should commit a breach of any of the terms of the said agreement. To stipulate for a return of the State Loan Bonds is to speculate upon the off chance of the Bonds maintaining at least th t value of Rs.1,278/- in the - market. If it should be less, as it may well be, then the penalty for the breach of the agreement will become light. Or, in the event of the value of the Bonds becoming very much more than Rs.1,278/- as it may equally well be, then the penalty will - become very heavy. Therefore, to maintain the - equillibrium in this respect the Trustees should be asked to return only the sum of Rs.1,278/- paid to them in the shape of State Loan Bonds calculated - according to their present market value.

There is one minor thing to be mentioned in this connection. In the preamble portion of the - agreement, it is stated that "the Government of - Mysore" will, in the agreement be throughout described as "the Government". Therefore, there is no reason to prefix "Mysore" to "Government" in the

NOTE—Contn. Sheet.

body of the agreement as has been done in the draft sent by the Temple authorities. In that draft, I have noted some small amendments not affecting the substance.

Morle Narasimha Iyengar
Government Advocate.

H/25.2.39.

GENERAL SECRETARIAT
27 FEB. 1939

The Govt. Advocate's views may be agreed to and the Hony: Sec^r informed accordingly.

As regards the suggestion to recast clause (6), it is submitted that there is no need to bind Govt. to indemnify the Trustees in case of injury to servants although we may, as already intimated, insist on officers to behave properly so as not to commit any act of servants. Further the indemnification may be limited to serious damage to the building. In this view, clause (6) as in the draft could remain

28.2.39

Secy

2nd Member)

14/III

3-3

3/3

GENERAL SECRETARIAT
28 FEB. 1939
3004

OFFICE OF
SECOND MEMBER OF COUNCIL,
1 MAR 1939
No. 8966

(7

Chattram at Subramanya – Draft Agreement

General and Revenue Secretariat — File No. 2-36/93 of 1938. [App. F. III—2

Serial No.

(15) Subm with a draft Letter to the M.C.

4/3/39.

Sent 11/3/39

TYPING SECTION 11 MAR. 1939 GEN. & F. W. S.

1505 dt 14.3.1939 The M.C.

Returns the draft as amended.

20/3/39

and advises —

7/6/3

NOTE—Contn Sheet.

WD 0544—GPB—30,000—2-9-83

File No. of 193

General and Revenue Secretariat

S Jms 236-38-1

M. G. 18]
No. C. 1221/35-36
Sr. 4.

GEN. & REV. SECRETARIAT 903 4 FEB. 1939 ZRAI BRANCH

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 1st February *1939*

FROM S. ABDUL WAJID, Esq., B.A.,
~~K. V. ANANTARAMAIAH, Esq., B.A.,~~
Muzrai Commissioner in Mysore.

To
GENERAL SECRETARIAT 4 FEB. 1939
Jms

K. Subba Rao, Esq., B.A.,
Secretary to the Government of His Highness the Maharaja of Mysore,
General *Department.*

SIR,

Agreement - in connection with the placing a portion of Chattram at Subrahmanya, for the use of Government Officers of Mysore State.

A With reference to your letter No.270/Muz. dated 29-8-1938 stating that the draft Agreement submitted by the Trustees of the temple at Subrahmanya for placing a portion of the Chattram at the disposal of the Mysore Government Officers is not available in the Office of the Government Advocate in Mysore, I have the honor to enclose herewith a copy of the same received with Hassan District Deputy Commissioner's letter No.C.357-33 dated 19-1-39. The President of the Council of Trustees of the Temple has also sent a copy of the Agreement with his letter No.BOR.15/39 dated 14-1-1939, and states that according to G.O. B No.315-7/Muz.121-30-10 dated 7th September 1934, it was clear that a portion of the Chattram was to be placed at the disposal of the Mysore Government Officers when they visit the place and that the Trustees have been doing so. It will also be seen from the copy of the letter No.BOR.48/38 dated 27-6-1938 from the Honorary Secretary & Trustee of the Temple, to the Deputy Commissioner, Hassan District, that the Trustees are not agreeable to the amendment proposed by this office, to para 3 of the Agreement and also to the modification suggested by Government, omitting Clause 4 realting to the mode of using the Chattra. It is stated that the new suggestion, that the building should always be in the possession of Mysore Government, is not in accordance with the orders passed by Mysore Government and that in the interests

* Vide para 1 of flag M
† Vide flag C

9

of the institution, the para relating to the Use of Building is necessary and, as such, the Agreement finally approved by the Trustees is ~~a~~ in accordance with the earlier proposals agreed to and that the same may be accepted and that the payment of the amount may be expedited.

Copies of letters dated 27-6-1938 and 14-1-1939 from the Trustees of the Temple, together with a statement showing the points objected to in the draft Agreement, are herewith enclosed for reference.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Commissioner.

10

Letter No.BOR.15/39 dated 14-1-39 from the President, Council of Trustees of Sri Kukke Subrahmanyaswami Temple, Subrahmanya, to the Muzrai Commissioner in Mysore.

Ref: Letter No.C.1221/35-36 dated 27-9-1938.

Re: Draft Agreement to be executed by the Trustees of Kukke Sri Subrahmanyaswami Temple re. placing a portion of the Chattram at the place for the use of the Mysore State Officers.

I beg to enclose herewith the final draft agreement between the Trustees and the Government of Mysore, through the Revenue Divisional Officer of Saklespur.

2. I understand that a copy of the same has been required by your office to be sent from the Deputy Commissioner of Hassan District. The Deputy Commissioner of Hassan had directed the Amildar of Saklespur to obtain a copy from me and forward it to him. To avoid unnecessary delay I have taken the liberty of forwarding the same directly to you.

3. In this connection I may be permitted to draw your attention to the order passed by the Government namely, Order No.315-7/Muz.121-30-10 dated Bangalore 6 & 7th September 1934. I may be permitted to quote the order.

"... . The Bills aggregating to Rs 1278 are sanctioned. The recommend tion of the Muzrai Commissioner to transfer to the Trustees on behalf of the temple, State Loan Bonds of sufficient value to cover the above amount is also approved, subject to the condition that the amount should be paid to the trustees only after the Chattram is built and a definite agreement is entered into to place a portion of the building at the disposal of the Mysore Government Officers when they visit the place.

- Sd.- B. Muddukrishnappa,
For Chief Secretary to Government".

4. From this order it is clear that the distinct understanding was that a portion of the building should be placed at the disposal of the Mysore Government Officers when they visit the place. The Trustees have complied with the condition long ago. May I therefore request you that the payment of the amount may be expedited and Mysore bonds transferred in my name as the President of the Council of Trustees of Kukke Sri Subramanya Temple, Subramanya, South Kanara.

"COPY"

M. N. Bramhan

For Muzrai Commissioner.

Letter No.BOR.48/38 dated 27-6-38 from the Hon. Secretary & Trustee, Kukke Sri Subramanya Temple, Subramanya, Puttur Taluk, to the Deputy Commissioner, Hassan District.

Ref: No.C.357-33 dated 16-2-1938.

In continuation of my letter B.O.R.42/38 dated 10-6-38, I have the honour to place the following facts for your kind consideration.

The Trustees put up the Chatram building after the following proceeding of the Government of His Highness the Maharaja of Mysore, was communicated them. The Government was pleased to pass order No.315-7/Muz.121-30-10 dated Bangalore, 6/7th September 1934. I may be permitted to quote the order.

....."The bills aggregating to Rs 1278 are sanctioned. The recommendation of the Muzrai Commissioner to transfer to the trustees on behalf of the temple, State Loan Bonds of sufficient value to cover the above amount is also approved,subject to the condition that the amount should be paid to the trustees, only after the chattram is built and a definite agreement is entered into, to place a portion of the building at the disposal of the Mysore Government Officers when they visit the place. -- Sd. B. Muddukrishnappa, For Chief Secretary to Government."

From this order it is clear that the distinct understanding was that a portion of the building should be placed at the disposal of the Mysore Government Officers when they visit the place. It is clear it is not to be in the new possession of your Government when your officers are not there. Hence your/ suggestion that the building should be always in the possession of your Government is not in accordance with the clear order passed by your Government and on which order the Trustees acted and put up the Chatram expecting the amount to be paid as soon as the building is complete.

The next point is modification suggested by you with regard to use of the the building. I may be permitted to add that the same was agreed to formerly as they are very reasonable and are in the religious interests of the institution.

Therefore, I humbly request that the draft agreement is incomplete accordance with the earlier proposals afreed to and that the same may be accepted and the amount ordered to be paid over to the Trustees.

"COPY"

M. N. Bramhan.

For Muzrai Commissioner.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. 12 S25/My236-38-2131 *Dated, Bangalore,* 19

From

The General Secretary to the Government of His Highne the Maharaja of Mysore.

To

The Muzrai Commissioner in Mysore,
Bangalore.

SUBJECT:- Agreement in connection with placing a portion of the chattram at Subramanya for the use of the Mysore Government Officers.

Sir,

With reference to correspondence ending with your letter No.C.1221/35-36 dated 2nd February 1939 on the subject referred to above, I am directed to state that as already pointed out, it is neither expedient nor necessary to retain clause (4) of the draft Agreement and that therefore this clause may be omitted. A few minor alterations have been made in the draft and the draft as approved by Government is herein enclosed for necessary action.

I have the honor to be,
Sir,
Your most obedient servant,

R/2/1

for General Secretary to Government.

dix F G—1]

14

SUBJECT .....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 14-3-39

Signed by Sd. S. K. V.

List of enclosures.....

Copied by .....

Examined by.....

Section Emg

File No. 236-38.

Serial No. 2

No. 1505 — Encls-2 —

To

The H.e in ellglare

Sir,

Subject: Agreement Dcerneni with placing a portin of the chattra at Subramanya for the use of the Mysore Govt officers

With reference to correspondence ending with your letter IW e 1221/35-6 dated 2.2.1939 on the above subject I am directed to state that as already pointed out, it is neither expedient nor necessary to retain clause(4) of the draft Agreement and that therefore that clause may be omitted. A few [illegible] have also been made in the draft and the draft as redrafted

Gold amount is ~~herewith~~ herein
enclosed for necessary further
action ---------- ---

I have ch

for 10/3/42

Dir Genl Services
RL
10/3

15

Indenture executed this day of.....193 .... in favour of the Government of His Highness the Maharaja of Mysore represented by.....(hereinafter called the Government) by..... President of the Council of Trustees of Kukkee Sri Subramanya Swami Temple at Subramanya, for and on Behalf of Kukke Sri Subramanya Swami Temple, hereinafter called the trustees, which expression shall include their successors, executors and assingnees witnesseth as follows:-

Whereas the trustees agreed to build a Chatram at Subramanya and requested the Government to transfer the Mysore State Loan Bonds of the value of Rs. 1,278/-(Rupees one thousan two hundred and seventy eight) to the trustees and on behalf of the temple.

Whereas the Government were pleased to grant the request on condition that the amount should be paid to the trustees only after the Chatram was built and an agreement was executed by the Trustees to place a portion of the building at the disposal of the Mysore Government Officers, and

Whereas the trustees have built the Chatram and have accepted the above condition and have passed resolutionNo. 393 to that effect at their meeting dated 26-12-1935,

It is hereby agreed as follows:-

(1) that the Government Order No. 315-7 Muz.121-30-10, dated 7-9-1934, and the comditions stated here-below shall be read as par of this agreement.

(2) That in consideration of the above premises, the Trustees agree to place the portion of the chatram mentioned here-bel at the disposal of the Mysore Government Officers when they visit the place.

Description of the building:-The eastern portion of the 4th block of the new Chatram built on the northern side of the Car Street situated to the west of Kadaya's Chatram and consisting of 2 rooms and a kitchen and a varandah measuring in all 33 ft X 16ft., i.e., 528 sq. ft. and situated in sub-division No.2 of Survey N

of Survey No. 84 of Subramanya village, Puttur Taluk, South Kanara District.

(3) That the portion of the said Chatram shall be the absolute property of the temple-managed and maintained by the temple and shall be in its possession at all the times except when the Mysore State Officers occupy it.

(4) That the officers so occupying it shall not a. use the Chatram for any purpose objectionable to the said temple or

b. do any action wounding the religious feelings of the devoteess such as bringing, or keepong or eating non-vegetarian food or liquor in or about the building;and in case the Chatram is used for any such purpose the trustees shall have the right to oust such occupants at once from the said buildings.

(5) That the Mysore Government or the temple authorities shall not have any right to sublet the building or any portion thereof to any person at any time in any manner.

(6) That in case the Mysore State Officials do anything seriously damaging the building the Mysore Government shall be responsible to indemnify the such damage.

(7) The trustees also hereby agree that if any time they should violate the condition of this agreement, they will be liable to refund to the Government the State Loan Bonds above referred to or their value whenever desired by the Government.

In witnesses whereof..... President has put his hands the day and the year first above written, on behalf of the Trustees of Sri Kukke Sri Subramanya Swami Temple.

Signature..... .. President.

Witnesses.

"Copy"

For Deputy Commissioner,
Hassan District.

Page 1-15